

JOHN J. TECKLENBURG  
MAYOR

*City of Charleston*  
*South Carolina*  
*Clerk of Council Department*

VANESSA TURNER MAYBANK  
CLERK OF COUNCIL

**NOTICE OF MEETING**

A meeting of the Committee on Real Estate will be held beginning at 4:00 p.m., March 28, 2017, at the James Island Recreation Complex, 1088 Quail Drive. The agenda will be as follows:

**AGENDA**

Invocation – Councilmember Waring

Approval of Minutes: March 14, 2017

- a. Approval to authorize the Mayor to execute an Agreement of Purchase and Sale for the acquisition of 2321 Birdie Garrett Street from Mr. Edward Greene for \$18,000. This property will be redeveloped as affordable housing for persons earning up to 80 percent of the Area Median Income (TMS: 464-01-00-109)
- b. Consider the following annexations:
  - i. 1844 Produce Lane (TMS# 313-00-00-157) 0.65 acre, Johns Island (District 5); This property is owned by the Estate of Mary Lurie Hewett.
  - ii. 113 Riverland Drive (TMS# 343-01-00-006) 0.55 acre, James Island (District 11); The property is owned by Mary and James Gatch.

a.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: John J. Tecklenburg, Mayor DATE: March 20, 2017  
FROM: Geona Shaw Johnson DEPT: Housing and Community Development  
ADDRESS: 2321 Birdie Garrett Street  
TMS: 464-01-00-109

ACTION REQUEST: To authorize the Mayor to execute an Agreement of Purchase and Sale for the acquisition of 2321 Birdie Garrett Street from Mr. Edward Greene for \$18,000. This property will be redeveloped as affordable housing for persons earning up to 80 percent of the Area Median Income.

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head	<u>Geona Shaw Johnson</u>	<input checked="" type="checkbox"/>
Legal Dept	<u>Francis J. Conter</u>	<input type="checkbox"/>
Property Coordinator	<u>Colleen Carducci</u>	<input type="checkbox"/>
Property Manager	<u>Amy Wharton</u>	<input type="checkbox"/>
<u>CFU</u>		<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved? Yes ☐ No ☐

\*If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00A.M. THE DAY OF THE CLERK'S AGENDA MEETING.

\*Commercial Property and Community & Housing Development have an additional form

## COMMERCIALREAL ESTATE FORM

TO: John J. Tecklenburg, Mayor DATE: March 20, 2017

FROM: Geona Shaw Johnson DEPT: Housing and Community Development

ADDRESS: 2321 Birdie Garrett Street

TMS: 464-01-00-109

**ACTION REQUEST:** To authorize the Mayor to execute an Agreement of Purchase and Sale for the acquisition of 2321 Birdie Garrett Street from Mr. Edward Greene for \$18,000. This property will be redeveloped as affordable housing for persons earning up to 80 percent of the Area Median Income.

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**ACTION:** What action is being taken on the Property mentioned?



**ACQUISITION BY**



**DONATION/TRANSFER**

Donated By: \_\_\_\_\_



**FORECLOSURE**

Terms: \_\_\_\_\_



**PURCHASE**

Terms: \_\_\_\_\_

As outlined in the Agreement of Purchase & Sale



**CONDEMNATION**

Terms: \_\_\_\_\_



**OTHER**

Terms: \_\_\_\_\_



**SALE TO**



**NON-PROFIT ORG, please name** \_\_\_\_\_

Terms: \_\_\_\_\_



**OTHER**

Terms: \_\_\_\_\_



**LEASE**



**INITIAL**

Lessor: \_\_\_\_\_

Lessee: \_\_\_\_\_

Terms: \_\_\_\_\_



**RENEWAL**

## COMMERCIALREAL ESTATE FORM

Lessor: \_\_\_\_\_ Lessee: \_\_\_\_\_

Terms: \_\_\_\_\_

☐

AMENDMENT

Lessor: \_\_\_\_\_ Lessee: \_\_\_\_\_

Terms: \_\_\_\_\_

☐

Improvement of Property

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

\_\_\_\_\_

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐

N/A

Results: \_\_\_\_\_

Signature: \_\_\_\_\_

*Colleen Carducci*  
Property Manager - Director

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

**NEED:** Identify any critical time constraint(s).

## **AGREEMENT OF PURCHASE AND SALE**

This **AGREEMENT OF PURCHASE AND SALE** ("*Agreement*") is made as of the \_\_\_\_\_ day of March, 2017 by and between **CITY OF CHARLESTON**, having a notice address of 80 Broad Street, Charleston, South Carolina 29401 (hereinafter referred to as the "*Buyer*"), and **EDWARD GREENE**, having a notice address 1115 Seaside Lane, Charleston, South Carolina 29412 (hereinafter referred to as the "*Seller*").

### WITNESSETH

1. **SALE OF THE PROPERTY.** The Seller agrees to sell and the Buyer agrees to purchase on the terms hereafter stated all of the Seller's right, title, and interest as of the Closing Date (as hereinafter defined), in and to the real property located in Charleston County, South Carolina, and known generally as 2321 Birdie Garrett Street, Charleston, South Carolina, bearing Charleston County Tax Map No. 464-01-00-109, together with all improvements located thereon and appurtenances thereto, if any (the "*Property*").

2. **PURCHASE PRICE.** Subject to an appraisal, an acceptable Phase I environmental assessment as required by the Department of Housing & Urban Development, and the adjustments and the prorations hereafter described, the total purchase price to be paid by the Buyer to the Seller on the Closing Date for the Property (the "*Purchase Price*") is the sum of Eighteen Thousand and No/100 Dollars (\$18,000.00).

3. **TITLE.** At the closing of the transfer of the Property from Seller to Buyer (the "*Closing*"), Seller shall convey good and marketable fee simple title to the Property free and clear of all leases, liens, encumbrances and security interests. Buyer shall cause the title to the Property to be examined, and at the Buyer's option, shall cause a survey to be performed, all at the Buyer's expense. Prior to the expiration of the Inspection Period (as hereinafter defined), the Buyer shall submit to Seller notice in writing of its reasonable objections to title, including but not limited to any matters shown on any survey of the Property (the "*Title Objections*"). Seller shall have until the Closing to correct, at Seller's sole cost and expense, the Title Objections. If, at the Closing, Seller has not corrected the Title Objections to Buyer's satisfaction in Buyer's sole and absolute discretion, notwithstanding the terms of Paragraph 7, the Buyer shall have as its sole and exclusive remedy the following options:

- 3.1 Buyer may accept such title as Seller may be able or willing to deliver, in which case, there will be no reduction in the Purchase Price and Buyer shall be deemed to have waived such objections and defects and neither party shall have further claim against the other by reason of such objections and defects; or
- 3.2 Buyer may terminate this Agreement, in which case this Agreement shall automatically become null and void.

4. **CONDITIONS PRECEDENT TO CLOSING BY BUYER.** The obligation of the Buyer to consummate this Agreement is subject to and conditioned upon the satisfaction, at or prior to the Closing Date, of each of the following conditions:

- 4.1 The representations and warranties of Seller made herein shall be deemed to have been made again on the Closing Date and then be true and correct, subject to any changes contemplated by this Agreement;
- 4.2 All terms, covenants and conditions to be complied with and performed by Seller under this Agreement on or before the Closing Date shall have been duly complied with and duly performed; and
- 4.3 No matters affecting title to which the Buyer objects shall have occurred between the time of the Buyer's examination of title and the date of Closing.

5. **CLOSING.** The Buyer and the Seller agree that the purchase will be consummated as follows:

- 5.1 **Title Transfer.** The Seller agrees to convey title to the Property to the Buyer on or before the close of business on the Closing Date and, effective on the delivery of such deed by Seller to the Buyer, beneficial ownership and the risk of loss of the Property will pass from Seller to the Buyer.
- 5.2 **Closing Date and Location.** Unless otherwise agreed by the parties in writing, the date of the Closing (the "***Closing Date***") shall be on or before the date that is fifteen (15) days after the expiration of the Inspection Period. **TIME IS OF THE ESSENCE.** Unless otherwise agreed in writing, Closing will take place at the offices of Buyer's attorney in Charleston, South Carolina.
- 5.3 **Seller's Instruments.** At Closing, the Seller will deliver or cause to be delivered to the Buyer the following items:
  - 5.3.1 **General Warranty Deed.** A general warranty deed (the "***Deed***") executed by the Seller conveying the Property to the Buyer.
  - 5.3.2 **Affidavits.** Any and all affidavits, certificates or other documents required by the title insurer in order to cause it to issue an owner's title insurance policy in a form and condition acceptable to Buyer.
  - 5.3.3 **Authorizations.** A certified copy of the resolutions adopted by the Seller and such other evidence of Seller's power and authority to enter into this Agreement and to convey the Property as Buyer reasonably requests.

5.3.4 Non-Foreign Affidavit. Seller's affidavit stating, under penalty of perjury, Seller's U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Paragraph 1445 of the Internal Revenue Code.

5.3.5 Nonresident Seller Withholding Affidavit. Seller's affidavit confirming that Seller is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-8-580 of the Code of Laws of South Carolina.

5.3.6 Additional Documents. Such additional documents as might be reasonably required by Buyer or Buyer's title insurer in order to perfect the conveyance, transfer and assignment of the Property to Buyer and issue an owner's title insurance policy.

5.4 Buyer's Instruments. At Closing, the Buyer will deliver to the Seller the following items:

5.4.1 Purchase Price. The payment required by Paragraph 2 hereof.

5.4.2 Additional Documents. Such additional documents as might be reasonably required by the Seller to consummate the sale of the Property to the Buyer.

5.5 Closing Costs. With respect to the conveyance of the Property, the Seller shall pay its own legal expenses, deed and other seller document preparation costs, any sum necessary to correct any Title Objections raised by Buyer in writing prior to expiration of the Inspection Period, and that the Seller agrees, in writing, to pay, and recording fees or stamps applicable to the Deed, if any. The Buyer will pay the following costs: the Buyer's attorney's fees, recording charges, and all other costs to include appraisal and survey costs, and title insurance costs.

6. **POSSESSION.** Possession of the Property will be delivered to the Buyer on the Closing Date free from leases and parties claiming rights to possession of the Property.

7. **DEFAULT; REMEDY.** In the event that Seller or the Buyer fails to perform their obligations hereunder, the party claiming default will make written demand for performance. If Seller defaults and fails to comply with such written demand within ten (10) days after receipt thereof, the Buyer shall be entitled to seek any remedy available at law or in equity. If the Buyer defaults and fails to comply with such written demand within ten (10) days after receipt thereof, Seller's sole remedy will be to terminate this Agreement.

8. **ADJUSTMENTS AND PRORATIONS.** All receipts and disbursements of the Property, if any, will be prorated on the Closing Date and the Purchase Price will be adjusted on the

following basis:

- 8.1 Property Taxes. All real and personal property ad valorem taxes and installments of special assessments and user fees, if any, for the calendar year 2017 and prior years will be paid by Seller. All real and personal property ad valorem taxes and special assessments and user fees, if any, whether payable in installments or not, for the calendar year in which the Closing occurs will be prorated to the Closing Date, based on the latest available tax rate and assessment valuation.

9. **BUYER'S RIGHT OF INSPECTION.** Buyer shall have forty-five (45) days from the Approval Date to inspect the Property to determine its suitability for purchase (the "*Inspection Period*"). As used herein, the term "*Approval Date*" shall mean the date that all necessary approvals have been received from City of Charleston City Council. Buyer shall use its best efforts to complete all inspections and approvals promptly. If, in its sole and absolute discretion, the Buyer is not satisfied with the inspection for any reason, Buyer, at its option and its sole discretion, may terminate this Agreement. Buyer shall notify Seller in writing of its intention to terminate on or before the expiration of the Inspection Period. Upon termination by Buyer in accordance with this Paragraph 9, all rights and obligations set forth under the terms of this Agreement shall automatically become null and void.

10. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller hereby represents and warrants to Buyer as follows:

- 10.1 Now and at the Closing, Seller will be the sole owner of the Property to be sold pursuant to this Agreement and Seller will possess all requisite right, authority and power to execute and perform this Agreement in accordance with its terms.
- 10.2 Seller has good and marketable title in fee simple to the Property which will be conveyed to Buyer at Closing free and clear of any and all liens, encumbrances, leases, restrictions or easements except for those specifically consented to by Buyer prior to the expiration of the Inspection Period.
- 10.3 There are no actions, suits or proceedings pending or threatened against Seller or the Property affecting any portion of the Property, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.
- 10.4 There are not presently pending any condemnation actions or special assessments of any nature with respect to the Property or any part thereof, nor has Seller received any notices of any condemnation actions or special assessments being contemplated, nor does Seller



have any knowledge of any being contemplated.

- 10.5 Seller has not received any notice of any violation of any ordinance, regulation, law or statute of any governmental agency pertaining to the Property or any portion thereof which has not been complied with.
- 10.6 All of the Property has direct access to public streets.
- 10.7 Seller has taken all necessary action in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby. The Agreement, and the agreements contemplated herein, upon execution, shall be a legal and binding obligation of Seller and shall be enforceable against Seller in accordance with their terms. Seller has the right, power, legal capacity, and authority to enter into and perform Seller's obligations under this Agreement, and no approvals or consents of any other persons are necessary in connection with the sale of the Property.
- 10.8 Seller agrees to cooperate with Buyer as may be necessary in the pursuit of soil and environmental testing, property inspections and the like, to include without limitation, providing Buyer with copies of previous reports, inspections, etc.

**11. COASTAL TIDELANDS & WETLANDS ACT.** In the event the Property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an addendum will be attached to this Agreement incorporating the required disclosures at Seller's expense.

**12. MISCELLANEOUS.** It is further agreed as follows:

- 12.1 Notice. All notices required hereunder will be in writing and served by certified mail, return receipt requested, postage prepaid, at the addresses shown above, until notification of a change of such addresses. Notice may also be sent by a nationally recognized overnight courier service to the addresses set forth above.
- 12.2 Entire Agreement. This Agreement, together with the attachments hereto, constitutes the entire agreement between the Buyer and the Seller and there are no agreements, understandings, warranties or representations between the Buyer and the Seller except as set forth herein. The Agreement cannot be amended except in writing executed by the Buyer and the Seller.
- 12.3 Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

- 12.4 Assignment. This Agreement shall not be assigned by either party without first obtaining the other party's written consent, which consent may be withheld with or without cause.
- 12.5 South Carolina Law. This Agreement shall be governed, enforced and construed in accordance with the laws of the State of South Carolina.
- 12.6 Survival. All representations made within this Agreement, or in instruments, certificates, opinions, or other writings provided for in this Agreement, shall survive the Closing and shall not merge with the deed.
- 12.7 Counterparts / Electronic Transmittal. This Agreement may be executed by all parties in counterparts, each of which will be deemed an original, but all of such counterparts taken together will constitute one and the same agreement. Facsimile or e-mail copies of this Agreement containing signatures of the parties shall be deemed to be originals and shall be binding.
- 12.8 Attorneys Fees/ Costs. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection therewith.
- 12.9 Business Days. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday or a day on which banking institutions in the State of South Carolina are required or authorized by law (including executive orders) to close, the compliance with such obligations or delivery shall be deemed acceptable on the next business day.

**\*\*\*Remainder of Page Intentionally Left Blank\*\*\***

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first written above.

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

SELLER:

\_\_\_\_\_  
**EDWARD GREENE**

WITNESSES:

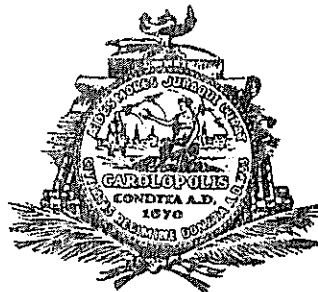
\_\_\_\_\_  
  
\_\_\_\_\_

BUYER:

**CITY OF CHARLESTON**

By: \_\_\_\_\_  
John J. Tecklenburg  
Its: Mayor

b(i)



Ratification  
Number \_\_\_\_\_

## AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1844 PRODUCE LANE (0.65 ACRE) (TMS# 313-00-00-157), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 5. THE PROPERTY IS OWNED BY THE ESTATE OF MARY LURIE HEWETT.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 5 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1844 Produce Lane, (0.65 acre) is identified by the Charleston County Assessors Office as TMS# 313-00-00-157, (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of \_\_\_\_\_  
in the Year of Our Lord,  
2017, in the \_\_\_\_\_ Year of the Independence of the  
United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council

# Annexation Profile

**Parcel Address:** 1844 Produce Lane

**Presented to Council:** 3/28/2017

**Status:** Received Signed Petition

**Owner Names:** Estate of Mary Lurie Hewett

**Year Built:** 1969

**Parcel ID:** 3130000157

**Number of Units:** 1

**Number of Persons:** 0

**Race:** Vacant

**Acreage:** 0.65

**Mailing Address:** P.O. Box 369

**Current Land Use:** Residential

**Address:** Ravenel, SC 29470

**Current Zoning:** OD-MHC

**Requested Zoning:** DR-2

**City Area:** Johns Island

**Recommended Zoning:** DR-2

**Subdivision:**

**Appraised Value:** \$60,400.00

**Council District:** 5

**Assessed Value:** \$3,620.00

**Within UGB:** Yes

**Stormwater Fees:** 72.00

<b>Police</b>	Located in existing service area - Team 3
<b>Fire</b>	Located in existing service area - Station 17
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. One additional stop.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	No additional City-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	None
<b>Pavement Markings</b>	None
<b>Charleston Water Systems</b>	St. Johns Water Service Area, CWS Sewer Service Area.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is a developed site within the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	Already being served.

**Notes/Comments:**

**City Plan  
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.  
Recommend annexation.

STATE OF SOUTH CAROLINA )  
 ) PETITION FOR ANNEXATION  
COUNTY OF CHARLESTON )

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on Johns Island (approximately 0.65 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3130000157 (1844 Produce Lane).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 1st day of  
March, 2017

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Patricia P. Hewett as PR 3-9-2017  
(Signature) for the Estate of Mary Marie Hewett (Date)

Estate of Mary Marie Hewett, by  
(Print Name) Patricia Hewett, Personal Rep.  
Case No. 2014-ES-10-1981

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Print Name)

# City of Charleston Annexation Map

Parcel Address:  
1844 Produce Ln

TMS #:  
3130000157

Acreage: 0.65

City Council District: 5

Johns Island



Subject Property



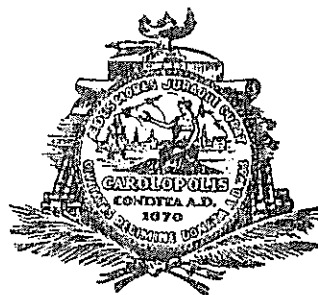
Corporate Limits  
City of Charleston



Water



b(ii)



Ratification  
Number \_\_\_\_\_

## AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 113 RIVERLAND DRIVE (0.55 ACRE) (TMS# 343-01-00-006), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11. THE PROPERTY IS OWNED BY MARY AND JAMES GATCH.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 11 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 113 Riverland Drive, (0.55 acre) is identified by the Charleston County Assessors Office as TMS# 343-01-00-006, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of \_\_\_\_\_  
in the Year of Our Lord,  
2017, in the \_\_\_\_\_ Year of the Independence of the  
United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council



# Annexation Profile

**Parcel Address:** 113 Riverland Drive

**Presented to Council:** 3/28/2017

**Status:** Received Signed Petition

**Owner Names:** Mary and James Gatch

**Year Built:** 1973

**Parcel ID:** 3430100006

**Number of Units:** 1

**Number of Persons:** 2

**Race:** Caucasian

**Acreage:** 0.55

**Mailing Address:** 113 Riverland Dr

**Current Land Use:** Residential

**Address:** Charleston, SC 29412

**Current Zoning:** R-4

**Requested Zoning:** SR-1

**City Area:** James Island

**Recommended Zoning:** SR-1

**Subdivision:**

**Appraised Value:** \$1,255,000.00

**Council District:** 11

**Assessed Value:** \$50,200.00

**Within UGB:** Yes

**Stormwater Fees:** 72.00

<b>Police</b>	Located in existing service area - Team 3
<b>Fire</b>	Located in existing service area - Station 13
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. One additional stop.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	Additional State-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	None
<b>Pavement Markings</b>	Good Condition
<b>Charleston Water Systems</b>	CWS provides water. James Island PSD provides sewer.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is a developed site within the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	Already being served.

**Notes/Comments:**

**City Plan  
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:


SAID PROPERTY, located on James Island (approximately 0.55 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3430100006 (113 Riverland Drive).

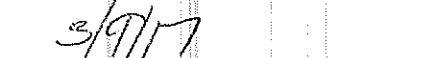
NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 7<sup>th</sup> day of  
March, 2017

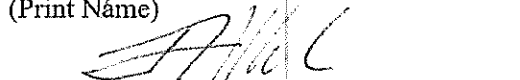
FREEHOLDERS (OWNERS) SIGNED

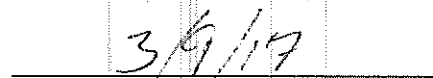
DATE OF SIGNATURE

  
(Signature)

  
(Date)

Mary Gatch  
(Print Name)

  
(Signature)

  
(Date)

James A. Gatch  
(Print Name)

# City of Charleston Annexation Map

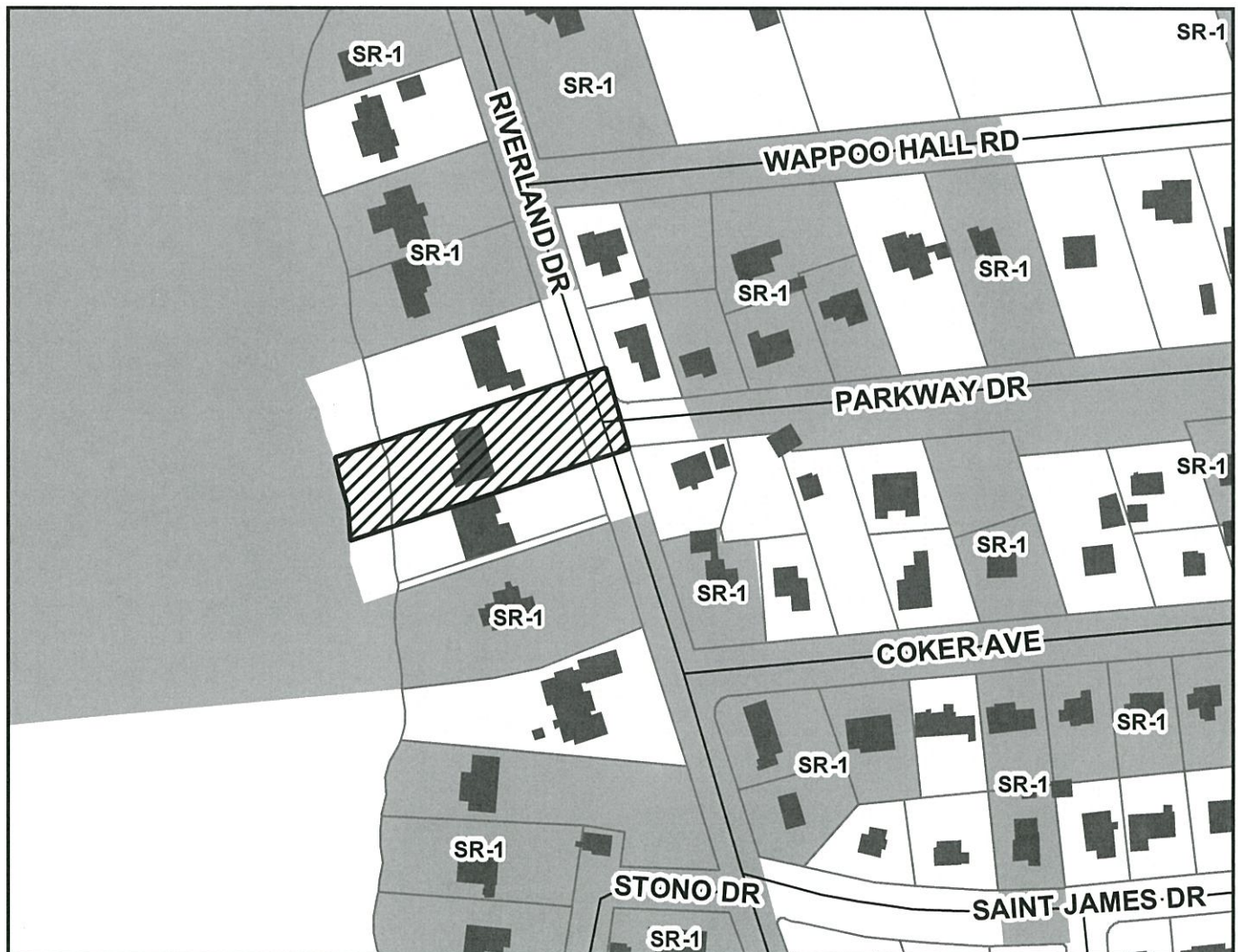
Parcel Address:  
113 Riverland Dr

TMS #:  
3430100006

Acreage: 0.55

City Council District: 11

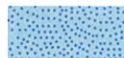
James Island



Subject Property



Corporate Limits  
City of Charleston



Water

